

EXHIBIT 9

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK
4 C.A. No. 11 Civ. 0691 (LAK)

5 -----x
6 CHEVRON CORPORATION,

7 Plaintiff,

8
9 - against -
10

11 STEVEN DONZIGER, et al.,

12 Defendants.
13 -----x

14 June 25, 2018
15 10:07 a.m.

16 Videotaped Deposition of STEVEN
17 DONZIGER, taken by Plaintiff, pursuant to
18 Order, held at the offices of Gibson Dunn &
19 Crutcher LLP, 200 Park Avenue, New York,
20 New York, before Todd DeSimone, a
21 Registered Professional Reporter and Notary
22 Public of the State of New York.
23
24
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<p style="text-align: right;">Page 2</p> <p>1 2 APPEARANCES: 3 GIBSON DUNN & CRUTCHER LLP 4 200 Park Avenue 5 New York, New York 10166 6 Attorneys for Plaintiff 7 BY: ANDREA E. NEUMAN, ESQ. aneuman@gibsondunn.com 8 ANNE CHAMPION, ESQ. achampion@gibsondunn.com 9 ALEJANDRO A. HERRERA, ESQ. aherrera@gibsondunn.com 10 11 STERN KILCULLEN & RUFOLO, LLC 12 325 Columbia Turnpike 13 Florham Park, New Jersey 07932 14 Attorneys for Plaintiff 15 BY: HERBERT J. STERN, ESQ. hstern@sgklaw.com 16 JOEL M. SILVERSTEIN, ESQ. jsilverstein@sgklaw.com 17 18 ALSO PRESENT: 19 ANDRES R. ROMERO-DELMASTRO, ESQ., Chevron 20 Corporation 21 CHRISTOPHER HANLON, Videographer 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 DONZIGER 2 Veritext. I am not related to any party in 3 this action nor am I financially interested 4 in the outcome. 5 At this time I would ask 6 counsel to please state your appearances 7 for the record. 8 MS. NEUMAN: Andrea Neuman, 9 Gibson Dunn & Crutcher, for Chevron. 10 MS. CHAMPION: Anne Champion 11 from Gibson Dunn for Chevron Corporation. 12 MR. HERRERA: Alejandro Herrera 13 from Gibson Dunn for Chevron Corporation. 14 MR. STERN: Herbert Stern, 15 Stern Kilcullen & Rufolo, for Chevron. 16 MR. SILVERSTEIN: And Joel 17 Silverstein, also from Stern Kilcullen & 18 Rufolo, for Chevron. 19 THE VIDEOGRAPHER: Thank you. 20 At this time our court reporter can swear 21 in our witness and we can proceed. 22 * * * 23 STEVEN DONZIGER, 24 called as a witness, having been first duly 25 sworn, was examined and testified</p>
<p style="text-align: right;">Page 3</p> <p>1 DONZIGER 2 THE VIDEOGRAPHER: Good morning. 3 We are going on the record at 10:07 a.m. on 4 June 25th, 2018. Please note that the 5 microphones are sensitive and may pick up 6 whispering, private conversations and 7 cellular interference. Please turn off all 8 cell phones or place them away from the 9 microphones as they can interfere with the 10 deposition audio. Audio and video 11 recording will continue to take place 12 unless all parties agree to go off the 13 record. 14 This is media unit number one 15 of the video-recorded deposition of 16 Mr. Steven Donziger taken in the matter of 17 Chevron Corporation v. Donziger, et al, 18 filed in the U.S. District Court, Southern 19 District of New York, Docket 11 Civ. 0691. 20 This deposition is being held 21 today at Gibson Dunn & Crutcher located at 22 200 Park Avenue, New York, New York. My 23 name is Christopher Hanlon. I'm from 24 Veritext. I'm the videographer today. Our 25 court reporter is Todd DeSimone also from</p>	<p style="text-align: right;">Page 5</p> <p>1 DONZIGER 2 as follows: 3 EXAMINATION BY MS. NEUMAN: 4 Q. Good morning, Mr. Donziger. 5 A. I think there is one individual 6 who didn't state his name for the record. 7 MR. ROMERO-DELMASTRO: I'm 8 already on the record. Andres Romero for 9 Chevron Corporation. 10 THE VIDEOGRAPHER: Thank you, 11 sir. Thank you, Mr. Donziger 12 A. Can I just get a clarification 13 from counsel, is this deposition being 14 live-streamed? Are people watching this 15 deposition over the internet? Are there 16 other lawyers or people watching this 17 deposition? 18 Q. In another room. I don't know 19 that there is anybody in there. 20 A. There is another room? This 21 firm? 22 Q. Yes. 23 A. Is it being live-streamed back 24 to Chevron headquarters? 25 Q. No.</p>

<p style="text-align: right;">Page 38</p> <p>1 DONZIGER</p> <p>2 the RICO judgment; is that right?</p> <p>3 A. That's false, that's not right,</p> <p>4 but it is also beyond the scope. Please</p> <p>5 ask me about Elliott.</p> <p>6 Q. You have referred to your --</p> <p>7 A. Let me make a suggestion, okay?</p> <p>8 Q. Mr. Donziger, I'm not</p> <p>9 interested in your suggestions. I'm just</p> <p>10 going to ask questions and you can answer</p> <p>11 the questions.</p> <p>12 A. No, you've got to ask questions</p> <p>13 relevant to the scope and then I will</p> <p>14 answer the questions.</p> <p>15 Q. I am.</p> <p>16 A. But what I'm going to do right</p> <p>17 now is go to the bathroom, so give me five</p> <p>18 minutes, please.</p> <p>19 MS. NEUMAN: Let's go off the</p> <p>20 record at the witness' request.</p> <p>21 THE VIDEOGRAPHER: The time is</p> <p>22 10:42. We are going off the record. This</p> <p>23 is the end of media file one.</p> <p>24 (Recess taken.)</p> <p>25 THE VIDEOGRAPHER: We are back</p>	<p style="text-align: right;">Page 40</p> <p>1 DONZIGER</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Is that provision still</p> <p>5 operative in your view?</p> <p>6 A. It is beyond the scope.</p> <p>7 Q. Are the provisions relating to</p> <p>8 the monthly retainer on the next page still</p> <p>9 operative?</p> <p>10 A. That is beyond the scope of the</p> <p>11 deposition.</p> <p>12 Q. Are the provisions relating to</p> <p>13 budgets, billing and payments still</p> <p>14 operative?</p> <p>15 A. That is beyond the scope.</p> <p>16 Q. Have any arbitrations been</p> <p>17 conducted pursuant to Exhibit 558?</p> <p>18 A. It is beyond the scope.</p> <p>19 Q. On page 8 of Exhibit 558 it</p> <p>20 says "Following a final non-appealable</p> <p>21 order of a court of competent jurisdiction</p> <p>22 in respect of such Individual Action that</p> <p>23 the Firm or such attorney has committed</p> <p>24 actual fraud, professional malpractice or</p> <p>25 willful misconduct," then "The Plaintiffs</p>
<p style="text-align: right;">Page 39</p> <p>1 DONZIGER</p> <p>2 on the record. The time is 10:50. This is</p> <p>3 the beginning of media file number two.</p> <p>4 BY MS. NEUMAN:</p> <p>5 Q. Mr. Donziger, do you still have</p> <p>6 Exhibit 558 in front of you, your January</p> <p>7 2011 retainer?</p> <p>8 A. Yes.</p> <p>9 Q. Are there any provisions of</p> <p>10 Exhibit 558 that you consider to still be</p> <p>11 operative or is the entire agreement</p> <p>12 terminated?</p> <p>13 A. I would have to read through</p> <p>14 this and compare it to the subsequent</p> <p>15 agreement before I could answer that</p> <p>16 question.</p> <p>17 Q. Well, let's look at paragraph</p> <p>18 3(a), Contingent Fee. It says "As</p> <p>19 compensation for its services the firm</p> <p>20 should be entitled to an Active Lawyer</p> <p>21 Percentage of thirty one and one-half</p> <p>22 percent of the Total Contingency Fee</p> <p>23 Payment. The Total Contingency Fee Payment</p> <p>24 means an amount equal to 20 percent of all</p> <p>25 Plaintiff Collection Monies."</p>	<p style="text-align: right;">Page 41</p> <p>1 DONZIGER</p> <p>2 may require that the Firm or such attorney</p> <p>3 pay to the Plaintiffs the amount of the</p> <p>4 Defense Funds actually paid by the</p> <p>5 Plaintiffs to or for the benefit of the</p> <p>6 Firm or such attorney, as applicable."</p> <p>7 Are you familiar with that</p> <p>8 provision?</p> <p>9 A. It is beyond the scope.</p> <p>10 Q. Was Exhibit 558 terminated in</p> <p>11 2013?</p> <p>12 A. It is beyond the scope; the</p> <p>13 scope being the Elliott meeting, just to</p> <p>14 reiterate, and my present financial</p> <p>15 condition, which I would be more than happy</p> <p>16 to answer appropriate questions about, if</p> <p>17 you would ask them.</p> <p>18 Q. I'm going to have marked as</p> <p>19 Exhibit 5306 Subscription Deed from</p> <p>20 Amazonia Recovery Limited.</p> <p>21 (Plaintiff's Exhibit 5306</p> <p>22 marked for identification.)</p> <p>23 Q. Mr. Donziger, the last page of</p> <p>24 the document before the appendix, this one</p> <p>25 (indicating), appears to bear your</p>

<p style="text-align: right;">Page 42</p> <p>1 DONZIGER</p> <p>2 signature. Is that your signature, sir?</p> <p>3 A. Yes.</p> <p>4 Q. And you signed this document to</p> <p>5 convert your percentage interest under</p> <p>6 Exhibit 558 to shares in Amazonia, correct?</p> <p>7 A. This is beyond the scope. I</p> <p>8 mean, the document obviously speaks for</p> <p>9 itself.</p> <p>10 Q. Have you subsequently</p> <p>11 transferred or disposed of your shares in</p> <p>12 Amazonia other than sending Chevron a</p> <p>13 document, since you signed Exhibit 5306?</p> <p>14 A. If your question is am I</p> <p>15 transferring Amazonia shares to more than</p> <p>16 one entity at the same time, the answer is</p> <p>17 no. The only transfer I have effectuated</p> <p>18 for those shares is the one that you have</p> <p>19 that I signed subsequent to the hearing on</p> <p>20 May 8th.</p> <p>21 Q. And have you changed your</p> <p>22 interest in Amazonia in any other way since</p> <p>23 you executed Exhibit 5306?</p> <p>24 A. No.</p> <p>25 Q. And have you done anything with</p>	<p style="text-align: right;">Page 44</p> <p>1 DONZIGER</p> <p>2 home.</p> <p>3 Q. What's the volume of the</p> <p>4 documents that you reviewed, approximately?</p> <p>5 A. There is a fair number of</p> <p>6 documents that I have withheld from you</p> <p>7 guys on the basis of privilege or First</p> <p>8 Amendment issues or of the pending motions.</p> <p>9 Q. I'm trying to ask you, though,</p> <p>10 the volume of documents that you have.</p> <p>11 A. Well, when you say volume --</p> <p>12 Q. That you reviewed.</p> <p>13 A. Do you mean mass, number of</p> <p>14 pages, weight? What do you mean by volume?</p> <p>15 Q. The number of pages. Or if you</p> <p>16 can't estimate that, two boxes, five boxes.</p> <p>17 A. Bankers boxes?</p> <p>18 Q. Sure.</p> <p>19 A. I have reviewed a lot of</p> <p>20 documents. I have also requested bank</p> <p>21 records.</p> <p>22 Q. Can you estimate --</p> <p>23 A. Well, bank records from the</p> <p>24 accounts that I specify in my response to</p> <p>25 your questions.</p>
<p style="text-align: right;">Page 43</p> <p>1 DONZIGER</p> <p>2 the -- I'll withdraw that.</p> <p>3 I'm going to mark as Exhibit</p> <p>4 5307 defendants' June 15th, 2018 responses</p> <p>5 to discovery.</p> <p>6 (Plaintiff's Exhibit 5307</p> <p>7 marked for identification.)</p> <p>8 Q. You are familiar with these</p> <p>9 responses, Mr. Donziger?</p> <p>10 A. Yes.</p> <p>11 Q. That is your signature that</p> <p>12 appears on the last page of Exhibit 5307?</p> <p>13 A. Yes.</p> <p>14 Q. Is everything stated in Exhibit</p> <p>15 5307 correct?</p> <p>16 A. To the best of my knowledge,</p> <p>17 yes.</p> <p>18 Q. In connection with preparing</p> <p>19 your responses to Chevron's discovery, did</p> <p>20 you research and review any hard copy</p> <p>21 documents?</p> <p>22 A. Yes.</p> <p>23 Q. Where are those documents</p> <p>24 maintained?</p> <p>25 A. In my office, which is in my</p>	<p style="text-align: right;">Page 45</p> <p>1 DONZIGER</p> <p>2 Q. Can you estimate the volume of</p> <p>3 hard copy documents that you reviewed in</p> <p>4 responding to Chevron's discovery?</p> <p>5 A. I don't know. A few hundred</p> <p>6 pages, or maybe less, I don't know. It is</p> <p>7 basically the universe of my financial</p> <p>8 transactions from those accounts since the</p> <p>9 judgment, since the RICO judgment.</p> <p>10 Q. Did you review any electronic</p> <p>11 documents --</p> <p>12 A. Yes.</p> <p>13 Q. -- in response --</p> <p>14 A. And e-mails.</p> <p>15 Q. And how many e-mail accounts do</p> <p>16 you have, sir?</p> <p>17 A. Two.</p> <p>18 Q. And what are they?</p> <p>19 A. They are</p> <p>20 sdonziger@donzigerandassociates.com and</p> <p>21 sdonziger@gmail.com, and there might be an</p> <p>22 sdonziger2@gmail, but I think there is</p> <p>23 actually, but I haven't used it for a</p> <p>24 really long time.</p> <p>25 Q. So you have two e-mails that</p>

<p style="text-align: right;">Page 58</p> <p>1 DONZIGER</p> <p>2 exclusively with the FDA?</p> <p>3 A. In terms of compensation, legal</p> <p>4 fees?</p> <p>5 Q. In terms of your compensation.</p> <p>6 A. My legal fees, my fees for</p> <p>7 service, is that what you are talking</p> <p>8 about?</p> <p>9 Q. I don't know what the terms</p> <p>10 are. I'm asking you.</p> <p>11 A. Well, you've got to be</p> <p>12 specific. You want the terms of my legal</p> <p>13 fee? My contingency fee interest, is that</p> <p>14 what you are asking about?</p> <p>15 Q. Okay, let's try this: You have</p> <p>16 entered into an agreement with the FDA?</p> <p>17 A. Yes.</p> <p>18 Q. Several years ago, correct?</p> <p>19 A. Well, two, three years ago, to</p> <p>20 my best recollection.</p> <p>21 Q. And you can't narrow it down</p> <p>22 any more than that?</p> <p>23 A. Not as I sit here today. I</p> <p>24 mean, it has happened relatively in that --</p> <p>25 I believe in that time frame.</p>	<p style="text-align: right;">Page 60</p> <p>1 DONZIGER</p> <p>2 A. It is a contingent fee interest</p> <p>3 in the recovery, any recovery.</p> <p>4 Q. The total recovery?</p> <p>5 A. Yeah, obviously subject to</p> <p>6 court orders, like the constructive trust.</p> <p>7 So right now, for all practical purposes,</p> <p>8 it is a nullity. But that is my interest</p> <p>9 according to my contract.</p> <p>10 Q. The contract you signed with</p> <p>11 the FDA, in addition to granting you the</p> <p>12 contingency fee interest of 6.3 percent,</p> <p>13 does it provide for any other types of</p> <p>14 payments to you?</p> <p>15 A. I don't know. To be clear,</p> <p>16 though, I have an agreement with my</p> <p>17 clients, that is the FDA, to be paid a</p> <p>18 monthly retainer.</p> <p>19 Q. When did you enter into that</p> <p>20 agreement?</p> <p>21 A. We have always had that</p> <p>22 agreement for years. I rarely got paid</p> <p>23 because there wasn't enough money, and I</p> <p>24 occasionally got paid.</p> <p>25 THE VIDEOGRAPHER: Excuse me, I</p>
<p style="text-align: right;">Page 59</p> <p>1 DONZIGER</p> <p>2 Q. Does this agreement -- is it a</p> <p>3 retainer agreement?</p> <p>4 A. Yes.</p> <p>5 Q. Is it governed by New York law?</p> <p>6 A. I can't answer that as I sit</p> <p>7 here today. Obviously if I signed it, New</p> <p>8 York would be governed by New York ethical</p> <p>9 rules and what have you, but I don't know</p> <p>10 what the retainer agreement says. I don't</p> <p>11 have it in front of me right now.</p> <p>12 Q. Does the agreement that you</p> <p>13 signed with the FDA in the last couple of</p> <p>14 years, the retainer agreement, give you a</p> <p>15 percentage interest in the judgment, the</p> <p>16 Ecuadorian judgment?</p> <p>17 A. Yes.</p> <p>18 Q. What is that percentage</p> <p>19 interest in the FDA retainer?</p> <p>20 A. It's the same percentage</p> <p>21 interest that I have always had, to the</p> <p>22 best of my knowledge, 6.3 percent.</p> <p>23 Q. And is that 6.3 percent of the</p> <p>24 total amount recovered or some other --</p> <p>25 what is it 6.3 percent of?</p>	<p style="text-align: right;">Page 61</p> <p>1 DONZIGER</p> <p>2 was informed that we're not on the phone</p> <p>3 right now.</p> <p>4 MS. NEUMAN: It's fine. We</p> <p>5 will worry about it at the break.</p> <p>6 THE WITNESS: I'm sorry, is</p> <p>7 this phone --</p> <p>8 MS. NEUMAN: It is just into</p> <p>9 that other room.</p> <p>10 THE WITNESS: Okay. Have you</p> <p>11 got a big crowd over there?</p> <p>12 MS. NEUMAN: No takers as far</p> <p>13 as I know.</p> <p>14 THE WITNESS: Not like the good</p> <p>15 ole days.</p> <p>16 MS. NEUMAN: Can you read me</p> <p>17 back the last question. I think he</p> <p>18 answered it, but I have lost my train of</p> <p>19 thought.</p> <p>20 (The record was read.)</p> <p>21 Q. Is the agreement that you</p> <p>22 receive a retainer from the FDA written?</p> <p>23 A. I believe there is a written</p> <p>24 agreement from well back, but I'm not 100</p> <p>25 percent sure. Certainly we had an</p>

16 (Pages 58 - 61)

<p style="text-align: right;">Page 62</p> <p>1 DONZIGER</p> <p>2 agreement, an oral agreement.</p> <p>3 Q. And is this agreement that you</p> <p>4 receive a retainer for working for the FDA</p> <p>5 reflected in your new FDA retainer?</p> <p>6 A. I don't know an answer to that</p> <p>7 because I haven't looked at that retainer</p> <p>8 in preparation for this deposition.</p> <p>9 Q. In this agreement that you have</p> <p>10 with the FDA to receive a retainer, what is</p> <p>11 the amount of the retainer?</p> <p>12 A. It varies. Right now, or the</p> <p>13 most recent iteration, was \$25,000 a month.</p> <p>14 Q. And is there any document</p> <p>15 confirming that that's your current</p> <p>16 retainer amount that is signed by the FDA?</p> <p>17 A. I don't know, but there is a</p> <p>18 definite agreement with the FDA. But I</p> <p>19 will say this: I generally don't get paid</p> <p>20 that amount or get paid anything at all.</p> <p>21 It all depends on what's available,</p> <p>22 especially given the rather burdensome, for</p> <p>23 my client base, demands of the litigation</p> <p>24 in different jurisdictions, you know, not</p> <p>25 just this, but Canada and other countries.</p>	<p style="text-align: right;">Page 64</p> <p>1 DONZIGER</p> <p>2 of the judgment, so there is thousands of</p> <p>3 people that the FDA represents, and I</p> <p>4 represent the FDA.</p> <p>5 Q. Have the indigenous communities</p> <p>6 stated publicly that the FDA does not</p> <p>7 represent them?</p> <p>8 A. You would have to be more</p> <p>9 specific. What indigenous communities?</p> <p>10 Q. Well, which indigenous</p> <p>11 communities are in the former</p> <p>12 concessionary?</p> <p>13 A. You don't know that?</p> <p>14 Q. I'm asking you, Mr. Donziger.</p> <p>15 A. There is five indigenous</p> <p>16 peoples.</p> <p>17 Q. And they are?</p> <p>18 A. The Siona, Secoya, Huaorani,</p> <p>19 Quichua, and Cofan.</p> <p>20 Q. And is it your testimony that</p> <p>21 the FDA currently represents all five of</p> <p>22 those --</p> <p>23 A. The FDA --</p> <p>24 Q. -- indigenous communities?</p> <p>25 A. The FDA represents all the</p>
<p style="text-align: right;">Page 63</p> <p>1 DONZIGER</p> <p>2 Q. What is your role in the</p> <p>3 Canadian case, if any?</p> <p>4 A. How does that relate to the</p> <p>5 deposition?</p> <p>6 Q. It relates to whether monies</p> <p>7 you are receiving are for compensation of</p> <p>8 work done in Canada or something else.</p> <p>9 A. Well, I get the retainer for a</p> <p>10 variety of different pieces of work that I</p> <p>11 do, but I'm not going to get into that on</p> <p>12 First Amendment grounds and because of the</p> <p>13 pending motion.</p> <p>14 Q. Can you describe the scope of</p> <p>15 the work you do that is covered by the</p> <p>16 retainer?</p> <p>17 A. I believe that intrudes on</p> <p>18 First Amendment protected grounds, but I</p> <p>19 will say this as a general matter: I do a</p> <p>20 variety of different types of work on</p> <p>21 behalf of my clients, advocacy work.</p> <p>22 Q. You keep saying clients,</p> <p>23 plural, but it is client, right, the FDA?</p> <p>24 A. Well, the FDA represents all</p> <p>25 the affected communities in the execution</p>	<p style="text-align: right;">Page 65</p> <p>1 DONZIGER</p> <p>2 beneficiaries of the judgment in the</p> <p>3 execution of the Ecuadorian judgment, so</p> <p>4 yes, it would include those groups for that</p> <p>5 purpose.</p> <p>6 Q. For the purpose of managing the</p> <p>7 funds should they ever be paid?</p> <p>8 A. Well, for the purpose that the</p> <p>9 Ecuadorian judgment sets out as to be the</p> <p>10 role of the FDA. So it is, you know, the</p> <p>11 FDA is the beneficiary, they have an</p> <p>12 obligation to collect on the judgment, and</p> <p>13 then if funds ever get collected, to spend</p> <p>14 them consistent with the Ecuador judgment.</p> <p>15 Q. Can you turn in Exhibit 5307 to</p> <p>16 page 7, your response to Interrogatory No.</p> <p>17 16.</p> <p>18 A. Uh-huh.</p> <p>19 Q. You say "It would be highly</p> <p>20 burdensome to calculate the total amount of</p> <p>21 money I have received in the 25 years of my</p> <p>22 work on the Ecuador case."</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. Did you declare all the money</p>

<p style="text-align: right;">Page 74</p> <p>1 DONZIGER</p> <p>2 organized, as accounts to hold funds that</p> <p>3 have been subsequently transferred out to</p> <p>4 other people to pay case expenses, yes.</p> <p>5 Q. So am I understanding you that</p> <p>6 you have commingled case funds with your</p> <p>7 personal funds?</p> <p>8 A. No. Commingle is your word.</p> <p>9 Q. Well, you have put them in the</p> <p>10 same account, the money, yes?</p> <p>11 A. It's not commingling as far as</p> <p>12 I'm concerned. That's an opinion that</p> <p>13 you're expressing.</p> <p>14 You know, the money comes in.</p> <p>15 We almost never have enough money to meet</p> <p>16 the need and all the bills, and it has to</p> <p>17 be then sent out in a way to keep the case</p> <p>18 going. I have done that through the years</p> <p>19 from time to time.</p> <p>20 Q. And you keep accurate records</p> <p>21 of all the case money that comes in and all</p> <p>22 the case money that flows out, is that</p> <p>23 right, of your accounts?</p> <p>24 A. The records are all electronic</p> <p>25 and easily retrievable. I had brought in</p>	<p style="text-align: right;">Page 76</p> <p>1 DONZIGER</p> <p>2 this way: As I sit here today, there are</p> <p>3 no other accounts.</p> <p>4 Q. Did you direct -- did anyone</p> <p>5 other than you direct Ms. Sullivan's work</p> <p>6 on the Ecuador case?</p> <p>7 A. That is beyond the scope.</p> <p>8 Q. Did you control the accounts</p> <p>9 into which Ecuador case funds were</p> <p>10 deposited that Ms. Sullivan opened?</p> <p>11 A. So my position on that is this:</p> <p>12 It is beyond the scope. And the reason it</p> <p>13 is beyond the scope, and to be clear, there</p> <p>14 is nothing I would try to hide as regards</p> <p>15 Ms. Sullivan, except for the fact that that</p> <p>16 is internal operational information as to</p> <p>17 how we operate, and you're not entitled to</p> <p>18 that information, in my view, based on the</p> <p>19 motion filed for the protective order. So</p> <p>20 I'm not going to answer that question right</p> <p>21 now.</p> <p>22 Q. The case funds -- I withdraw</p> <p>23 that.</p> <p>24 The funds that you have raised</p> <p>25 in exchange for interest in the judgment</p>
<p style="text-align: right;">Page 75</p> <p>1 DONZIGER</p> <p>2 Ms. Sullivan to help get it organized and</p> <p>3 up to speed and pick up where Mr. Rizack</p> <p>4 left off.</p> <p>5 Q. Is there any one of these five</p> <p>6 accounts that is used exclusively for the</p> <p>7 Ecuador case and does not contain any of</p> <p>8 your personal funds?</p> <p>9 A. 8132.</p> <p>10 Q. So that's exclusive to the</p> <p>11 case?</p> <p>12 A. Yes.</p> <p>13 Q. Other than these accounts, are</p> <p>14 there other accounts that you control and</p> <p>15 to which Ecuador case funds have been</p> <p>16 deposited?</p> <p>17 A. That is beyond the scope. Are</p> <p>18 you inquiring as to my present financial</p> <p>19 condition? Is that what this is about?</p> <p>20 Q. I'm asking you if there are</p> <p>21 other accounts where Ecuador case funds --</p> <p>22 A. Currently -- let me answer your</p> <p>23 question --</p> <p>24 Q. That you control.</p> <p>25 A. Let me answer your question</p>	<p style="text-align: right;">Page 77</p> <p>1 DONZIGER</p> <p>2 since March of 2014, who owns those funds?</p> <p>3 A. Well, first of all, I helped my</p> <p>4 clients raise money. So when you say funds</p> <p>5 you have raised, I don't know what you mean</p> <p>6 by that. These are funds that clients</p> <p>7 generate and I help make introductions and</p> <p>8 help make stuff happen so the clients can</p> <p>9 have resources. So they are client funds.</p> <p>10 Q. When you say client funds, you</p> <p>11 mean FDA funds?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And are they deposited</p> <p>14 into FDA accounts in Ecuador or somewhere</p> <p>15 else?</p> <p>16 A. That's none of your business.</p> <p>17 I mean, that is beyond the scope.</p> <p>18 Q. Do you have any control over</p> <p>19 these funds after they are raised?</p> <p>20 A. The clients control the funds.</p> <p>21 I am authorized by the clients to manage a</p> <p>22 bunch of the work and the case and figure</p> <p>23 out how to keep it moving.</p> <p>24 Q. Are you authorized by the</p> <p>25 clients to manage the funds?</p>

20 (Pages 74 - 77)

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2 A. I have a say in how the funds

3 are spent and we talk constantly,

4 regularly, the clients and I, the

5 leadership of the FDA, about how to deploy

6 the limited capital that we have.

7 Q. And who are you referring to as

8 the leadership of the FDA, by name?

9 A. Beyond the scope. It is public

10 information who the president of the FDA

11 is.

12 Q. Is that who you talk to, the

13 current president of the FDA?

14 A. One of the people. There is an

15 Executive Committee. There is multiple

16 people who are involved. But that gets to

17 the decision-making process of the client

18 group.

19 Q. Are you authorized to approve

20 your own compensation from client funds?

21 A. No.

22 Q. Are you authorized to approve

23 your own expenses from client funds?

24 A. All of my approvals for

25 expenses are approved by the clients,

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1 DONZIGER

2 subject to review, approval, criticism,

3 etc. I do not have to get approval in

4 advance for every expenditure of funds for

5 travel, that kind of stuff.

6 Q. You get written approval --

7 A. No, I don't get approval in

8 advance. I review expenditures with

9 clients on a regular basis so they

10 understand how the money, the limited

11 capital, is being spent.

12 Q. And that's done in writing?

13 You account to the clients in writing on

14 how you have spent the money?

15 A. I think this is well beyond the

16 scope of the deposition. I have -- let me

17 just say this: I have regular

18 communication with my clients about all

19 sorts of matters, including expenditure of

20 funds, that kind of stuff.

21 Q. And is that communication ever

22 in writing?

23 A. I wouldn't say never, but

24 generally not.

25 Q. You said that Ms. Sullivan had

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1 DONZIGER

2 an account in which case funds were held

3 until she received the subpoena; did I

4 understand that correctly?

5 A. Yes.

6 Q. What happened to those funds?

7 Were they transferred to you?

8 A. The answer, and I'm sure she

9 will provide this in her deposition, given

10 her production that I briefly reviewed last

11 night, the money that she had and was

12 holding when she decided to no longer be

13 involved, was transferred to a third party,

14 not me.

15 Q. And who was this third party?

16 A. It is beyond the scope.

17 Q. And how much money was

18 transferred?

19 A. Beyond the scope.

20 Q. Can you explain to me how

21 documents relating to your compensation and

22 expenses can be beyond the scope?

23 A. They indicate internal

24 operational and strategic issues.

25 Q. Just how much you're paid?

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1 DONZIGER

2 A. Huh?

3 Q. How much you're paid?

4 A. That would implicate First

5 Amendment considerations.

6 Q. Can you define for me this

7 First Amendment objection? Because you

8 seem to apply it to financial documents,

9 all kinds of documents. So I'm not

10 understanding it. Can you describe it for

11 the record, please?

12 A. No, I'm not going to describe

13 it. Read it. I have a 24-page motion. It

14 really goes into a long history of how

15 Chevron takes information about people who

16 work on the case, harasses them, spies on

17 them, sues them, extorts them, tries to get

18 statements from them that I'm a bad person,

19 all those things. So I think I have ample

20 reason, with all due respect, to be very

21 concerned about this and to take the

22 position I'm taking.

23 Q. How are documents related to

24 your, not related to anybody else, your

25 compensation and your expenses, how do

<p style="text-align: right;">Page 94</p> <p>1 DONZIGER</p> <p>2 Q. And you don't recall e-mailing</p> <p>3 with anybody else about the Elliott</p> <p>4 meeting?</p> <p>5 A. What do you mean, anybody else?</p> <p>6 You mean other than the e-mails that Katie</p> <p>7 Sullivan has produced and I produced?</p> <p>8 Q. Yes.</p> <p>9 A. No.</p> <p>10 Q. Did you send any written</p> <p>11 information to your client about the</p> <p>12 Elliott meeting?</p> <p>13 A. I don't recall.</p> <p>14 Q. Did you look for such</p> <p>15 communications?</p> <p>16 A. I looked up Elliott with the</p> <p>17 search term and that's what came up. I</p> <p>18 don't remember sending my clients any</p> <p>19 written information about the Elliott</p> <p>20 meeting.</p> <p>21 Q. Either before or after?</p> <p>22 A. I don't remember. I don't</p> <p>23 believe I did.</p> <p>24 Q. I'm going to mark as Exhibit</p> <p>25 5310 a document bearing the Bates number</p>	<p style="text-align: right;">Page 96</p> <p>1 DONZIGER</p> <p>2 the U.S. representative under Exhibit 558?</p> <p>3 A. Beyond the scope.</p> <p>4 Q. Who is currently the U.S.</p> <p>5 representative acting under Exhibit 558?</p> <p>6 A. Is Exhibit 558 the retainer</p> <p>7 agreement?</p> <p>8 Q. The January 2011 retainer.</p> <p>9 A. It is beyond the scope.</p> <p>10 Q. At the time of the RICO trial,</p> <p>11 I believe you testified it was Mr. Snyder.</p> <p>12 Is it still Mr. Snyder?</p> <p>13 A. I don't even know who that is.</p> <p>14 Q. Andres Snyder.</p> <p>15 A. Oh. Beyond the scope.</p> <p>16 Q. Is there currently a chairman</p> <p>17 serving pursuant to Exhibit 558?</p> <p>18 A. It is beyond the scope. I</p> <p>19 already testified there is a subsequent</p> <p>20 agreement to that.</p> <p>21 Q. But only with the FDA?</p> <p>22 A. Yes.</p> <p>23 Q. Can you produce that agreement?</p> <p>24 A. I will see what I can do.</p> <p>25 Q. Well, you have the agreement,</p>
<p style="text-align: right;">Page 95</p> <p>1 DONZIGER</p> <p>2 MKS 396.</p> <p>3 (Plaintiff's Exhibit 5310</p> <p>4 marked for identification.)</p> <p>5 Q. It is labeled "Invoice, Law</p> <p>6 Offices of Steven H. Donziger," described</p> <p>7 as "Legal and Consultation Services/Ecuador</p> <p>8 Environmental Case, December 2017."</p> <p>9 This is a document you</p> <p>10 prepared, Mr. Donziger?</p> <p>11 A. Yes.</p> <p>12 Q. This is the earliest invoice</p> <p>13 from you that Ms. Sullivan produced. Did</p> <p>14 you send her invoices prior to December</p> <p>15 2017?</p> <p>16 A. I believe this is beyond the</p> <p>17 scope.</p> <p>18 Q. Did you send this invoice to</p> <p>19 Ms. Sullivan in order to have it paid?</p> <p>20 A. It is beyond the scope.</p> <p>21 Q. Is there any backup for this</p> <p>22 invoice or is this the retainer you</p> <p>23 mentioned earlier?</p> <p>24 A. It is the monthly retainer.</p> <p>25 Q. Did you copy this invoice to</p>	<p style="text-align: right;">Page 97</p> <p>1 DONZIGER</p> <p>2 right?</p> <p>3 A. I should somewhere, yeah.</p> <p>4 Q. Can you produce it today?</p> <p>5 A. I don't believe so.</p> <p>6 Q. Why not?</p> <p>7 A. Because I would have to go back</p> <p>8 to my place and find it and -- I might be</p> <p>9 able to produce it today, if you let me out</p> <p>10 of here.</p> <p>11 MS. CHAMPION: Someone can</p> <p>12 e-mail it to you and we can print it for</p> <p>13 you.</p> <p>14 THE WITNESS: Someone? Who is</p> <p>15 going to do that, my dog? Who is going to</p> <p>16 e-mail it to me? Do you know I work alone?</p> <p>17 Q. You mentioned, Mr. Donziger,</p> <p>18 that you had a draft agreement with</p> <p>19 Ms. Sullivan?</p> <p>20 A. Yes.</p> <p>21 Q. Who drafted that agreement, her</p> <p>22 or you or someone else?</p> <p>23 A. This is beyond the scope. I</p> <p>24 thought we were going to talk about the</p> <p>25 Elliott meeting.</p>

25 (Pages 94 - 97)

<p style="text-align: right;">Page 98</p> <p>1 DONZIGER</p> <p>2 Q. Mr. Donziger, did you draft the</p> <p>3 tentative agreement with Ms. Sullivan or</p> <p>4 did she?</p> <p>5 A. It is beyond the scope.</p> <p>6 Q. Do you have a copy of it?</p> <p>7 A. I believe I do.</p> <p>8 Q. Pursuant to that agreement, was</p> <p>9 Ms. Sullivan to receive any kind of a</p> <p>10 percentage interest in the judgment?</p> <p>11 A. Beyond the scope.</p> <p>12 Q. Was she or wasn't she?</p> <p>13 A. It is beyond the scope.</p> <p>14 Q. Is there any -- well, what is</p> <p>15 the reason the agreement didn't get signed?</p> <p>16 A. It is beyond the scope. I'm</p> <p>17 not talking about that.</p> <p>18 Q. Exhibit 5310, your December</p> <p>19 2017 invoice for \$25,000, did that get</p> <p>20 paid?</p> <p>21 A. It is beyond the scope.</p> <p>22 Q. Money you received is beyond</p> <p>23 the scope?</p> <p>24 A. Yes. You need to know my</p> <p>25 present financial condition, my ability to</p>	<p style="text-align: right;">Page 100</p> <p>1 DONZIGER</p> <p>2 Associates to yourself on January 24th,</p> <p>3 2018 of \$25,000. Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Do you know what the origin of</p> <p>6 these funds was?</p> <p>7 A. This is beyond the scope.</p> <p>8 Q. Did the \$25,000 that was paid</p> <p>9 to you from CWP Associates come from money</p> <p>10 raised in exchange for an interest in the</p> <p>11 Ecuador judgment?</p> <p>12 A. These were obviously case</p> <p>13 funds.</p> <p>14 Q. That's not responsive. Did the</p> <p>15 money come from --</p> <p>16 A. From interest in the Ecuadorian</p> <p>17 judgment not owned by me, owned by the FDA</p> <p>18 and the clients.</p> <p>19 Q. When were the monies that were</p> <p>20 paid to you on January 24th of 2018 raised?</p> <p>21 A. No, nice try. Beyond the</p> <p>22 scope, First Amendment protected.</p> <p>23 Q. Pursuant to what agreement were</p> <p>24 the monies paid to you on January 24th,</p> <p>25 2018 raised?</p>
<p style="text-align: right;">Page 99</p> <p>1 DONZIGER</p> <p>2 pay a judgment I owe your client, which I</p> <p>3 can pay, okay?</p> <p>4 So quit trying to find out</p> <p>5 everything about my life and about the</p> <p>6 case, stuff that you have no right to. You</p> <p>7 really need to ask questions about the</p> <p>8 topics at hand. Do you want to know what</p> <p>9 happened at the Elliott meeting? Ask me.</p> <p>10 That's what Judge Kaplan wanted this</p> <p>11 deposition to be about. You haven't asked</p> <p>12 me one question. We are now over two</p> <p>13 hours --</p> <p>14 Q. This is a discovery deposition,</p> <p>15 Mr. Donziger.</p> <p>16 A. You haven't asked one question</p> <p>17 about what Judge Kaplan ordered this</p> <p>18 deposition to be about.</p> <p>19 Q. I'm going to hand you a</p> <p>20 document that has been marked as</p> <p>21 Plaintiff's Exhibit 5311.</p> <p>22 (Plaintiff's Exhibit 5311</p> <p>23 marked for identification.)</p> <p>24 Q. Bearing the Bates number MKS</p> <p>25 395. It shows a transfer from CWP</p>	<p style="text-align: right;">Page 101</p> <p>1 DONZIGER</p> <p>2 A. I have, as I testified, and</p> <p>3 please really get to the point, I have</p> <p>4 already testified I have authority from the</p> <p>5 FDA to try to help them raise money to pay</p> <p>6 litigation expenses. I have authority from</p> <p>7 my client. It is clear. I had authority.</p> <p>8 Q. It is clear in this document</p> <p>9 that you haven't produced?</p> <p>10 A. Don't worry about it. It is</p> <p>11 none of your business. It is beyond the</p> <p>12 scope of the deposition. If Judge Kaplan</p> <p>13 wants you to have that, we will get that</p> <p>14 resolved in due course and you will get it.</p> <p>15 Q. Was anyone other than</p> <p>16 Ms. Sullivan notified of this transfer of</p> <p>17 funds to you on January 24th of 2018?</p> <p>18 A. It is beyond the scope.</p> <p>19 Q. What is CWP Associates?</p> <p>20 A. I don't know.</p> <p>21 Q. You have no idea?</p> <p>22 A. It is some name I think</p> <p>23 Ms. Sullivan came up with.</p> <p>24 Q. Did she come up with it or did</p> <p>25 you?</p>

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<p style="text-align: right;">Page 158</p> <p>1 DONZIGER</p> <p>2 Q. And that was the purpose for</p> <p>3 which you were seeking money from Elliott,</p> <p>4 to fund the Canadian litigation in the near</p> <p>5 term?</p> <p>6 A. I don't know. I mean, it</p> <p>7 certainly would have included that, among</p> <p>8 other things.</p> <p>9 Q. It says "Ecuador judgment</p> <p>10 injunction in the U.S."</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. What was discussed with Elliott</p> <p>14 about the injunction in the U.S.?</p> <p>15 A. I don't know what that refers</p> <p>16 to.</p> <p>17 Q. Down further Ms. Sullivan</p> <p>18 writes "play with threats versus successful</p> <p>19 ruling in Canada."</p> <p>20 What does that refer to?</p> <p>21 A. I don't know.</p> <p>22 Q. Do you remember discussing</p> <p>23 threats in the Elliott meeting?</p> <p>24 A. I don't know. I mean, the</p> <p>25 Elliott meeting was many months ago and I</p>	<p style="text-align: right;">Page 160</p> <p>1 DONZIGER</p> <p>2 A. Yes.</p> <p>3 Q. And your claimed ownership</p> <p>4 interest in the judgment?</p> <p>5 A. Well, yeah, subject to the</p> <p>6 constructive trust.</p> <p>7 Q. And you told Elliott this was</p> <p>8 subject to the constructive trust?</p> <p>9 A. I don't recall. To me it was</p> <p>10 irrelevant because we weren't selling those</p> <p>11 shares. I think this is a part probably --</p> <p>12 I mean, I cannot speak for Katie's notes</p> <p>13 and this is ridiculous to even speculate,</p> <p>14 but I will do it, because you are staying</p> <p>15 through lunch, basically I think this was</p> <p>16 the part of the meeting where they asked --</p> <p>17 or he asked like what was the structure of</p> <p>18 who owned what.</p> <p>19 Q. Okay. What is the structure of</p> <p>20 who owned what?</p> <p>21 A. It is basically 15 or 16</p> <p>22 percent is committed to various entities,</p> <p>23 meaning lawyers, service providers, you</p> <p>24 know, other service providers, like</p> <p>25 consultants, and, you know, just people who</p>
<p style="text-align: right;">Page 159</p> <p>1 DONZIGER</p> <p>2 just don't remember the specifics as I sit</p> <p>3 here today other than we had a general</p> <p>4 discussion about Elliott potentially</p> <p>5 investing in the case. And these are her</p> <p>6 notes, not mine. I don't know what she is</p> <p>7 talking about.</p> <p>8 Q. Further down it says "case</p> <p>9 until bank in Ecuador."</p> <p>10 Do you know what that refers</p> <p>11 to?</p> <p>12 A. "Case until bank in Ecuador,"</p> <p>13 no, I don't know what that is.</p> <p>14 Q. If you look at the next page</p> <p>15 bearing the Bates numbers MKS 156, at the</p> <p>16 top it says "boycott time versus Chevron."</p> <p>17 What does that refer to?</p> <p>18 A. I don't know.</p> <p>19 Q. "Government to look at it."</p> <p>20 Do you recall discussing a</p> <p>21 boycott in the meeting?</p> <p>22 A. No.</p> <p>23 Q. Further down it says "6.3</p> <p>24 percent Steven."</p> <p>25 That's referring to you?</p>	<p style="text-align: right;">Page 161</p> <p>1 DONZIGER</p> <p>2 do various things, and that's apart from</p> <p>3 the overwhelming interest, which is owned</p> <p>4 by the clients as manifested through the</p> <p>5 FDA.</p> <p>6 Q. When you said -- when you were</p> <p>7 telling Elliott the 15 to 16 percent is</p> <p>8 committed to other people, does that</p> <p>9 include the amounts committed to Torvia?</p> <p>10 A. So to be clear, and I don't</p> <p>11 mean to leave Chevron out of this equation,</p> <p>12 because Chevron probably has a different</p> <p>13 view, but when Torvia and Mr. DeLeon and</p> <p>14 really all the entities, Woodsford, H5,</p> <p>15 whoever it was that turned over, in theory,</p> <p>16 signed those agreements to turn over its</p> <p>17 interest to Chevron, our view was that was</p> <p>18 contractually impermissible and that all of</p> <p>19 those interests reverted back to the FDA</p> <p>20 or, slash, the clients.</p> <p>21 Q. Did you inform Torvia that</p> <p>22 their 22 million in financing reverted back</p> <p>23 to the FDA? When these monies reverted</p> <p>24 back, do you give them their money back?</p> <p>25 A. It is not monies, it is</p>

<p style="text-align: right;">Page 194</p> <p>1 DONZIGER</p> <p>2 Elliott meeting, that is covered by your</p> <p>3 retainer? You don't bill separately for</p> <p>4 that with a timesheet?</p> <p>5 A. No.</p> <p>6 Q. So those types of activities</p> <p>7 are covered by your retainer?</p> <p>8 A. Yes.</p> <p>9 Q. When you get reimbursed for</p> <p>10 expenses, the FDA approves those expenses?</p> <p>11 A. On the sort of pretty rare</p> <p>12 occasion I get reimbursed for expenses, I</p> <p>13 put it in an invoice, get paid, when I do</p> <p>14 an accounting with the clients they know</p> <p>15 what the expenses are and they approve it.</p> <p>16 Q. So the money from the Lenczner</p> <p>17 firm that was transferred to you, was any</p> <p>18 portion of that money to pay your retainer?</p> <p>19 A. I think this is a little bit</p> <p>20 beyond the scope.</p> <p>21 Q. I don't think so.</p> <p>22 A. Why not?</p> <p>23 Q. Because the issue relates to</p> <p>24 compliance with the Court's injunction.</p> <p>25 A. Okay. I will answer it. The</p>	<p style="text-align: right;">Page 196</p> <p>1 DONZIGER</p> <p>2 the actual out of pocket in the contingency</p> <p>3 fee model is often paid by the client.</p> <p>4 Q. But you are doing neither free</p> <p>5 labor nor -- you want to be reimbursed for</p> <p>6 your expenses and get a retainer and get a</p> <p>7 contingency; that's your agreement?</p> <p>8 A. Reimbursement of expenses, yes.</p> <p>9 Q. Retainer?</p> <p>10 A. Get a retainer, a monthly</p> <p>11 retainer.</p> <p>12 Q. And a contingency?</p> <p>13 A. Absolutely.</p> <p>14 But to answer your question,</p> <p>15 you asked me a question about Lenczner's</p> <p>16 transfers, so the answer is I tried to pay</p> <p>17 my retainer out of that but it was not</p> <p>18 enough money, and I think if one were to</p> <p>19 reconstruct that period of time it would</p> <p>20 not -- it would not be a consistent payment</p> <p>21 by any means.</p> <p>22 Q. When did your retainer, it was</p> <p>23 not \$25,000 at the time of the RICO trial,</p> <p>24 when did it go to \$25,000?</p> <p>25 A. I don't remember. What was it</p>
<p style="text-align: right;">Page 195</p> <p>1 DONZIGER</p> <p>2 answer to that question is yes.</p> <p>3 Q. And was the money that came</p> <p>4 through the Lenczner firm also to reimburse</p> <p>5 you for expenses?</p> <p>6 A. In part, yes. But to repeat,</p> <p>7 and I hope I have made myself clear about</p> <p>8 this, I'm owed a lot of money for</p> <p>9 unreimbursed expenses through the years,</p> <p>10 like a lot of money that I put into the</p> <p>11 case and never got paid out for because the</p> <p>12 clients never had money and we never had</p> <p>13 enough money.</p> <p>14 Q. And you don't view that as</p> <p>15 covered by your contingency?</p> <p>16 A. Not at all. I mean, that is</p> <p>17 out of pocket. I mean, lawyers who do</p> <p>18 contingency fee work generally don't --</p> <p>19 Q. They don't front the costs?</p> <p>20 A. It depends on the deal.</p> <p>21 Q. Isn't that the nature of why</p> <p>22 they are entitled to the contingency?</p> <p>23 A. No, it is the labor that they</p> <p>24 are fronting. They are not being paid</p> <p>25 hourly, so they are doing free labor, but</p>	<p style="text-align: right;">Page 197</p> <p>1 DONZIGER</p> <p>2 then?</p> <p>3 Q. It varied and as I recall the</p> <p>4 most, at the end, was 20.</p> <p>5 A. Okay. I mean, I don't know.</p> <p>6 Q. And why was the Lenczner firm</p> <p>7 paying you your retainer?</p> <p>8 A. I know the answer to that</p> <p>9 question. I'm trying to figure out if it</p> <p>10 is privileged. I think I'm going to hold</p> <p>11 off on that on First Amendment grounds, as</p> <p>12 it gets into our internal operations.</p> <p>13 Q. So Lenczner was passing on to</p> <p>14 you your share of money that came from</p> <p>15 outside funders, they weren't paying you</p> <p>16 money from their pockets; is that fair?</p> <p>17 A. I need to not answer that, but</p> <p>18 I will write it down and I will get back to</p> <p>19 you if I can answer it.</p> <p>20 Q. Mr. Donziger, I'm going to mark</p> <p>21 as Exhibit 5320 a summary prepared from</p> <p>22 documents that you produced during RICO. It</p> <p>23 shows funder money that went into your</p> <p>24 accounts at Chase.</p> <p>25 (Plaintiff's Exhibit 5320)</p>

50 (Pages 194 - 197)

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1 DONZIGER
 2 THE VIDEOGRAPHER: Nothing
 3 else, Counselor?
 4 MS. NEUMAN: No, we're off the
 5 record.
 6 THE VIDEOGRAPHER: The time is
 7 3:20. We are going off the record. This
 8 is the end of media file number five and
 9 that concludes this deposition.
 10
 11
 12 [TIME NOTED: 3:20 p.m.]
 13
 14
 15 _____
 16 STEVEN DONZIGER
 17
 18 _____
 19 Subscribed and sworn to
 before me this _____,
 18 day of _____, 2018.
 19 _____
 Notary Public
 20
 21
 22
 23
 24
 25


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1
 2 CERTIFICATION
 3
 4 I, TODD DeSIMONE, a Notary Public for
 5 and within the State of New York, do hereby
 6 certify:
 7 That the witness whose testimony as
 8 herein set forth, was duly sworn by me; and
 9 that the within transcript is a true record
 10 of the testimony given by said witness.
 11 I further certify that I am not related
 12 to any of the parties to this action by
 13 blood or marriage, and that I am in no way
 14 interested in the outcome of this matter.
 15 IN WITNESS WHEREOF, I have hereunto set
 16 my hand this 26th day of June, 2018.
 17
 18 
 19 _____
 TODD DESIMONE
 20
 21 * * *
 22
 23
 24
 25